

STATE OF TEXAS §
 §
COUNTY OF SMITH §

**INTERLOCAL COOPERATION AGREEMENT BETWEEN ANDREWS CENTER
BEHAVIORAL HEALTHCARE SYSTEM AND SMITH COUNTY SHERIFF'S OFFICE**

This Interlocal Cooperation Agreement is entered into by and between Andrews Center Behavioral Healthcare System ("Andrew Center") and Smith County Sheriff's Office ("Sheriff's Office"), hereinafter sometimes referred to collectively as the "Parties" or "Party."

WHEREAS, Andrews Center and Sheriff's Office recognize that there is currently a lack of community resources for people with behavioral health problems involved in the criminal justice system;

WHEREAS, Andrews Center and Sheriff's Office desire to intercept behavioral health patients from several points within the justice system and move them to a system geared to dealing with their behavioral health needs, thus avoiding overuse of the resources within the justice system in East Texas;

WHEREAS, Andrews Center is a Community Mental Health and Mental Retardation Center, operated to provide community-based services as defined in TEX. HEALTH & SAFETY CODE, Chapter 534 (hereinafter, sometimes referred to as "Community Center" or "Community Centers");

WHEREAS, TEX. HEALTH & SAFETY CODE, § 534.001(2) provides that Community Centers are units of local government;

WHEREAS, the Sheriff's Office is a law enforcement organization;

WHEREAS, the TEX. GOV'T CODE, § 791.001 authorizes local governments to contract with other local governments to perform governmental functions and services;

WHEREAS, Andrews Center and Sheriff's Office are legally authorized to perform certain governmental functions and services, including health services and related administrative functions;

WHEREAS, Andrews Center and Sheriff's Office wish to enter into an agreement to cooperatively provide certain governmental functions and services they are authorized to provide individually in the area of the State of Texas served by them;

NOW, THEREFORE, in consideration of the mutual promises herein contained, and other good and valuable consideration, the Parties hereto agree as follows:

1.0 TERM OF AGREEMENT

- 1.1. Initial Term. The initial term of this agreement shall be from October 1, 2014 to September 30, 2015, provided, however, this Agreement may be terminated prior to the expiration of the term as provided in the Termination Section of this Agreement.
- 1.2. Renewals. Upon expiration of the Initial Term, and so long as Andrews Center has sufficient funding, this Agreement may be renewed for two (2) successive one-year terms upon approval of all parties.
- 1.3. Immediate Termination. A Party may terminate this Agreement immediately if the Party has cause to believe that termination of the Agreement is in the best interest of the health and safety of the mentally disabled persons served under this Agreement.
- 1.4. Termination Upon Default. A Party may terminate this Agreement after thirty (30) days written notice if the other Party is in default of any of the provisions herein.
- 1.5. Termination Without Cause. A Party may terminate its participation under this Agreement by giving written notice by certified mail, return receipt requested, to the other Party at least sixty (60) days prior to the date of termination.
- 1.6. Termination by Mutual Consent. This Agreement may be terminated immediately without cause by the mutual consent of all parties.

2.0 RESPONSIBILITIES OF ANDREWS CENTER

- 2.1. Education. Andrews Center will educate and share information with Sheriff's Office about services and relevant mental health/ Intellectual and Developmental Disabilities, such as philosophy, best practices, specific services and other topics identified during the term of this Agreement.
- 2.2. Training. Andrews Center will provide training to assist Sheriff's Office personnel in identifying mental health and Intellectual and Development Disability needs and possible services.
- 2.3. Funding for Two Officers. Andrews Center will provide funding to Sheriff's Office not to exceed \$130,000.00 per fiscal year for Sheriff's Office to hire two (2) Crisis Intervention Officers for its patrol division to serve the citizens of Smith County. Pursuant to this agreement, Andrews Center will reimburse Smith County for the salaries and fringe benefits of the two officers. Andrews Center will provide training specific to behavioral health related topics for the two officers. Sheriff's Office will submit invoices to Andrews Center at the end of each fiscal quarter listing all costs to be reimbursed, not to exceed \$32,500.00.

- 2.4. Funding for Televideo Equipment. Andrews Center will provide televideo equipment to the Sheriff's Office Emergency Operations Center and to four (4) Sheriff's Office substations and will be responsible for installing the equipment. Andrews Center will also provide up to twenty four (24) iPad (or equivalent) to the Sheriff's Office for its Law Enforcement Division. Andrews Center shall maintain operational functionality including but not limited to providing and paying for, updates to software and hardware and internet connectivity for the twenty four (24) iPads (or equivalent) and televideo equipment. Andrews Center will maintain ownership of the televideo equipment and iPads (or equivalents), and said equipment will be returned to Andrews Center upon termination of this Agreement. The equipment will be made available for inspection by Andrews Center on an annual basis. Absent a finding by a court of law of negligence on the part of Smith County Sheriff's Office, the Smith County Sheriff's Office shall not be responsible for any lost, stolen, or damaged equipment.

3.0 RESPONSIBILITIES OF SHERIFF'S OFFICE

- 3.1. Sheriff's Office's Obligation to Hire Two Officers. The Sheriff's Office agrees to hire two (2) Crisis Intervention Officers within six (6) months of the start of the term of this Agreement with the following preferred qualifications and duties:

- Intermediate Peace Officer Certification
- Current in all TCOLE training
- Mental health Peace Officer Certificate
- Cover Evening or night shifts
- Must attend NAMI Meetings on a Quarterly basis
- Minimum of five (5) years Patrol experience
- Deputies must be available to assist with training other Law Enforcement Officers and Agencies in regards to behavioral health topics including but not limited to; Crisis Intervention Training and other various Behavioral Health care education classes
- CIT Deputies must be available to work closely with Andrews Center staff and to consult with other patrol deputies when questions arise in regards to the proper response to behavioral health crisis

Sheriff's Office agrees that job postings for CIT deputies will be open to both internal and external candidates. Sheriff's Office agrees that the panel responsible for interviewing and selecting each of the two Crisis Intervention Officers for hire will consist of at least one representative selected by Andrews Center, who will have equal input as the other panelists to the selection of the Crisis Intervention Officers. Sheriff's Office further agrees that it will solicit input from Andrews Center annually as to the job performance of each of the two Crisis Intervention Officers. The information obtained from Andrews Center will be used as part of the performance reviews of these two individuals.

- 3.2. Sheriff's Office Obligation to Provide Quarterly Data. Sheriff's Office shall provide Quarterly Data on Behavioral Health Crisis calls within their jurisdiction to the Andrews

Center designee. Sheriff's Office will include in these reports information sufficient to indicate the number of mental health crises encountered by Sheriff's Office as well as the disposition of each mental health crisis encounter.

- 3.3. Use of Equipment Provided by Andrews Center. Sheriff's Office will utilize equipment (televideo and electronic tablets) provided by the Andrews Center for the purpose of communication with Crisis Screening staff to assess the most appropriate treatment course of action and placement for those citizens incurring a psychiatric crisis. Other uses of the telecommunication devices, such as shift change briefing, will be permitted so long as the priority for use will be for behavioral health crises. All equipment shall be subject to the Smith County Information Technology Policies and Procedures. Both parties shall notify each other of any changes, updates, or upgrades to said equipment.
- 3.4. Crisis Action Protocol. Sheriff's Office will collaborate with Andrews Center and other key stakeholders on the development of a Crisis Action Protocol with the intent to decrease utilization of the area emergency departments, decrease the amount of time patrol officers are spending in the emergency departments, utilization of hospital alternatives, and determining the most appropriate treatment setting for behavioral health clients. The Parties recognize that such a Crisis Action Protocol may require modifications as the Parties gain a better understanding of how best to effectuate the purpose of this Agreement. The Parties agree to make good faith efforts to develop (and modify as needed) a Crisis Action Protocol. The Parties further agree to schedule and hold quarterly meetings for the purpose of developing and maintaining a Crisis Action Protocol.

4.0 RELATIONSHIP OF THE PARTIES

- 4.1. Parties are Separate Legal Entities. It is understood and agreed that the Sheriff's Office is a separate legal entity from Andrews Center and neither it nor any employees, volunteers, or agents contracted by it shall be deemed for any purposes to be employees or agents of Andrews Center. The Sheriff's Office assumes full responsibility for the actions for its personnel and volunteers while performing any services incident to this Agreement, and shall remain solely responsible for their supervision, daily direction and control. Nothing in this Agreement shall be construed as making either Party responsible for the payment or compensation and/or any benefits for the other party including health, property, motor vehicle, workers' compensation, disability, death and dismemberment insurance for the other party's employees and/or equipment, other than the reimbursements expressly discussed in section 2.3 of this Agreement.
- 4.2. No Third Party Rights. Nothing in this Agreement shall be deemed or construed to create any third party beneficiaries or otherwise give any third party any claim or right of action against any party to this Agreement.
- 4.3. No Cause of Action for Money. The mutual obligations herein shall constitute full compensation for all services, and neither Party shall be entitled to any reimbursement for assistance hereunder. Neither Party shall have any liability for failure to expend funds to

provide aid hereunder. Each Party understands and agrees that neither Party has certified funds under this Agreement, and neither Party shall have a cause of action for money against the other Party under this Agreement irrespective of the nature thereof. The sole remedy for failure to provide aid in accordance with this Agreement or for breach of any provision of this Agreement is termination.

5.0 GENERAL PROVISIONS

- 5.1. No Waiver of Immunity. Andrews Center does not waive or relinquish any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions or obligations described herein. The Sheriff's Office does not waive or relinquish any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions or obligations described herein.
- 5.2. Authorization of Agreement. Each party represents and warrants to the other that the execution of this Agreement has been duly authorized, and that this Agreement constitutes a valid and enforceable obligation of such party according to its terms.
- 5.3. No Waiver. No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.
- 5.4. Notice Provision. Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall be hand-delivered to the addressees set out below, or shall have been deposited, duly registered or certified, return receipt requested, in a United States Post Office addressed to the other party at the following addresses:

To: Smith County Sheriff's Office
Attn: Sheriff Larry R. Smith, 227 N. Spring Avenue, Tyler, Texas 75702

To: Smith County Commissioners Court
Attn: Judge Joel Baker, 200 E. Ferguson St., Tyler, Texas 75702

To: Andrews Center Behavioral Healthcare System
Attn: Valerie Holcomb, 2323 W. Front St., Tyler, TX 75702.

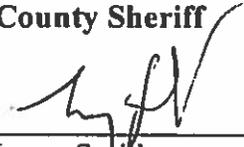
Any party may designate a different address by giving the other party ten (10) days prior written notice in the manner provided above.

- 5.5. No Assignment. No assignment of this Agreement or of any duty or obligation or performance hereunder, shall be made in whole or in part of either party without the prior written consent of the other party.

- 5.6. Mediation & Arbitration. This Agreement is made in Texas and shall be construed, interpreted, and governed by the laws of the State of Texas. All claims and disputes arising of this Agreement shall, at the request of either party, be subject to informal discussion or negotiation between the parties. In the event that disputes cannot be resolved through informal discussions or negotiation the parties shall submit the matter to mediation. If mediation fails, then the agreement may be submitted to non-binding arbitration only upon mutual consent, and such arbitration shall comply with and be governed by the provision of the Texas General Arbitration Act. In the event that the parties cannot resolve any disputes through the procedures specified above, the parties irrevocably consent to the sole and exclusive jurisdiction and venue of the courts of Smith County, Texas, for any action under this Contract.
- 5.7. Applicable Laws. Andrews Center and Sheriff's Office agree to conduct all activities under this Agreement in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Agreement.
- 5.8. Changes and Amendments. This Agreement may be amendable only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without amendment hereto and shall become effective on the date designated by such law or regulation.
- 5.9. Release of Information. Unless required by law, the existence and terms of this Agreement may not be disclosed by the Sheriff's Office to any third party without prior written consent by Andrews Center. The Sheriff's Office may not publish or use any publicity materials relating to this Agreement or use Andrews Center's name without the consent of Andrews Center.
- 5.10. Records Retention and Audits. Andrews Center or its authorized representative, shall be afforded unrestricted access to and permitted to inspect and copy all the Sheriff's Office records, which shall include but not be limited to accounting records (hard copy as well as computer readable data), correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to this Agreement. The Sheriff's Office shall preserve all such records for a period of five (5) years, or for such longer period as may be required by law, after final payment under this Agreement. The Agreement, books, and records shall also be available for review and audit by the Comptroller General of the U.S. and/or the Inspector General of the federal sponsoring agency, or the State of Texas and its duly authorized representatives.
- 5.11. Payments under this Agreement. Each Party paying for performances of governmental functions or services herein will make those payments from current revenues available to that Party.

In Witness Whereof, Andrews Center and Sheriff's Office have caused this agreement to be duly executed this 5th day of August 2014.

Smith County Sheriff



By: Larry Smith
Smith County Sheriff

Smith County, Texas



By: Joel P. Baker
County Judge

Andrews Center



By: Director, Andrews Center